United States Bankruptcy Court for the Southern District of New York

### WITHDRAWAL OF CLAIM

Debtor Name and Case Number:	Lehman Brothers Holdings Inc. (08-13555)
Creditor Name and Address:	COMMERZBANK AG - GROUP INTENSIVE CARE, INTENSIVE CARE CORPORATES INTERNATIONAL ATTN: JOACHIM BALLERSTAEDT, KAISERSTRASSE 16 FRANKFURT AM MAIN, 60261 GERMANY
Court Claim Number (if known):	27636
Date Claim Filed:	9/22/2009
Total Amount of Claim Filed:	\$21,344,742.00

I, the undersigned, am the above-referenced creditor, or an authorized signatory for the above-referenced creditor. I hereby withdraw the above-referenced claim and authorize the Clerk of this Court, or their duly appointed Claims Agent, to reflect this withdrawal on the official claims register for the abovereferenced Debtor.

Print Name

Title (if appli

#### **DEFINITIONS**

#### Debtor

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor

A creditor is any person, corporation, or other entity to which the debtor owed a debt.

#### **Proof of Claim**

A form filed with the clerk of the bankruptcy court where the bankruptcy case was filed, to tell the bankruptcy court how much the debtor owed a creditor (the amount of the creditor's claim)

## ITEMS TO BE COMPLETED ON THIS WITHDRAWAL OF CLAIM

Court, Name of Debtor and Case Number:

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice

#### Information about Creditor:

Complete the section giving the name and address of the creditor that was listed on the previously filed Proof of Claim form.

### Information identifying the Claim that is to be withdrawn:

Complete the section giving the court claim number, date claim was filed and total amount of claim filed to help identify the claim that is to be

Sign and print the name and title, if any, of the creditor or other person authorized to file this withdrawal of claim (attach copy of power of attorney, if any).

This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed or, if applicable, with their duly appointed Claims Agent as per any procedure approved by the court in the above-referenced bankruptcy proceeding.

## COMMERZBANK NL

Commerzbank AG, Postfach, 60261 Frankfurt am Main

**Group Human Resources** 

Neeraj Jansari

GM-L London Postanschrift:
Postfach, 60261 Frankfurt am Main
Geschäftsräume:
Taunusanlage 9, 60329 Frankfurt
Telefon +49 1802 802049

26th November 2009

Dear Neeraj,

We are pleased to inform you that we hereby grant you

commercial power of attorney
pursuant to sec. 54 German Commercial Code
("Power")

with effect from today. The Power shall be restricted to an authority to sign on behalf of our Frankfurt Head Office. The Power gives you permission to sign, jointly with one other authorised signatory, all documents relating to transactions and legally binding undertakings in the course of the bank's business. However, in reference to section 54 of the German Commercial Code (Handelsgesetzbuch), this Power does not include the right to bind Commerzbank AG in respect of the following, the

- sale or encumbrance of real property of the Commerzbank AG
- dealings with bill of exchange liabilities (with the exception of endorsements)
- entering into of loan agreements with Commerzbank as borrower or the borrowing of money on behalf of Commerzbank AG
- right to conduct lawsuits or litigate.

This Power does include the right to bind Commerzbank AG in respect of securities lending agreements and transactions, even if Commerzbank is the borrower of securities, and, for the avoidance of doubt, repurchase agreements and transactions.

If the scope of the Power set out above conflicts with signing authority granted to you in any other Commerzbank AG List of Specimen Signatures, the terms of such List of Specimen Signatures shall prevail safe that for the right granted in the previous paragraph the terms of this Power shall prevail. Any other agreements relating to your employment and the signature restrictions existing with respect to your internal relationship with Commerzbank AG shall remain unchanged.

We wish you success for your future employment

Yours sincerely,

Chairman of the Supervisory Board: Klaus-Peter Müller
Board of Managing Directors: Martin Blessing (Chairman),
Frank Annuscheit, Markus Beumer, Achim Kassow, Jochen Klösges,
Michael Reuther, Stefan Schmittmann, Ulrich Sieber, Eric Strutz

∕t Beratung Inv≀

Commerzbank Aktiengesellschaft, Frankfurt am Main Registered Office: Frankfurt am Main Reg No. 32000 VAT No. DE 114 103 514

## COMMERZBANK SIZ

Commerzbank AG, Postfach, 60261 Frankfurt am Main

Ron Raffan

GM-L London **Group Human Resources** 

Postanschrift: Postfach, 60261 Frankfurt am Main Geschäftsräume: Taunusanlage 9, 60329 Frankfurt Telefon +49 1802 802049

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